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8 behalf of himself and all others similarly situated
and aggrieved

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

11 LOUIS ECHEGOYEN, on behalf of himself
12 and all others similarly situated and aggrieved,

13 Plaintiff,

14 v.

15 THE ADT SECURITY CORPORATION; and
16 DOES 1 through 100, inclusive,

17 Defendant.
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FILED
Superior Court of California
County of Los Angeles

MAY 26 2023

David W. Stanton, Executive Officer/Clerk of Court
By: L. McGee, Deputy

CASE NO.: 21STCV07206

[Assigned to the Hon. Carolyn B. Kuhl, in
Dept. 12]

PAGA REPRESENTATIVE ACTION

**[PROPOSED] ORDER APPROVING
REPRESENTATIVE ACTION
SETTLEMENT**

[Lodged concurrently with Plaintiff's Notice
of Motion and Motion for Approval of
Representative Action Settlement; and
Declarations of David D. Bibiyan, Vedang J.
Patel, Plaintiff, and Sean Hartranft in
Support Thereof]

Action Filed: February 24, 2021
Trial Date: None Set

1 This Court, having considered the Motion of plaintiff Louis Echegoyen ("Plaintiff") for
2 Approval of Representative Action Settlement ("Motion"), the Declarations of David D. Bibiyan,
3 Vedang J. Patel, Plaintiff, and Sean Hartranft, the PAGA Settlement Agreement ("Settlement" or
4 "Settlement Agreement" or "Agreement"), the PAGA Payment Letter and good cause appearing
5 therefore, the Court hereby **ORDERS, ADJUDGES AND DECREES THAT:**

6 1. The definitions set out in the Settlement Agreement are incorporated by reference
7 into this Order; all terms defined therein shall have the same meaning in this Order.

8 2. The Motion concerns Plaintiff's action under the Private Attorneys General Act of
9 2004 ("PAGA") against defendant The ADT Security Corporation ("Defendant") entitled
10 *Echegoyen v. The ADT Security Corporation*, Los Angeles County Superior Court Case No.
11 21STCV07206. (Hereinafter, Plaintiff and Defendant will be collectively referred to as "the
12 Parties".)

13 3. The Settlement resolves the Representative Action brought on behalf of Aggrieved
14 Employees defined as follows: all persons employed by Defendant in California and classified as a
15 non-exempt, hourly-paid employee who worked for Defendant during the period between February
16 23, 2020 through August 4, 2022 ("PAGA Period" or "Settlement Period").

17 4. "Pay Period" or "PAGA Pay Period" means any pay period when an Aggrieved
18 Employee was employed by Defendant in a non-exempt, hourly-paid position during the PAGA
19 Period and received a paycheck, based on hire dates, re-hire dates (as applicable), and termination
20 dates (as applicable).

21 5. The Settlement is based on Defendant's representation that there are no more than
22 6,500 Pay Periods worked during the PAGA Period. In the event the number of Pay Periods worked
23 by Aggrieved Employees during the PAGA Period increases by more than 10%, or 650 Pay Periods,
24 then the Gross Settlement Amount shall be increased proportionally by the Pay Periods in excess of
25 7,150 Pay Periods multiplied by the Pay Period Value. The Pay Period Value shall be calculated by
26 dividing the originally agreed-upon Gross Settlement Amount (\$200,000.00) by 6,500, which
27 amounts to a Pay Period Value of \$30.77. Thus, for example, should there be 8,000 Pay Periods in
28 the PAGA Period, then the Gross Settlement Amount shall be increased by \$26,156.00 ((8,000 Pay

1 Periods – 7,150 Pay Periods) x \$30.77 per Pay Period).

2 6. Plaintiff's Counsel investigated the claims alleged, performed legal research, and
3 conducted expert analysis of the time and payroll data. They also attended mediation, which after
4 further negotiations, resulted in the Settlement Agreement that was fully executed.

5 7. Pursuant to Labor Code § 2698, *et seq.*, the Court finds that the Settlement of the
6 Action is fair, adequate, and reasonable and that it furthers PAGA's objectives.

7 8. The Court appoints plaintiff Louis Echegoyen ("Plaintiff") as the PAGA
8 Representative for Settlement purposes only.

9 9. The Court appoints David D. Bibiyan and Jeffrey D. Klein of Bibiyan Law Group,
10 P.C., as Plaintiff's Counsel for the Aggrieved Employees for settlement purposes only.

11 10. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

12 11. The Court approves, as to form and content, the PAGA Payment Letter attached as
13 Exhibit 2 to the Declaration of Vedang J. Patel.

14 12. The Court approves the Gross Settlement Amount of \$200,000.00, as the same may
15 be escalated pursuant to the Settlement Agreement, and orders it to be distributed as follows:

16 *COK* a. *One-third* ~~35%~~ thereof shall be allocated as reasonable attorneys' fees for Plaintiff's
17 Counsel which, unless escalated pursuant to the Settlement Agreement, shall
18 amount to ~~\$7,000.00~~; *\$66,666.00*

19 b. The sum of \$16,101.80 shall be allocated as reasonable litigation costs and
20 paid to Plaintiff's Counsel.

21 *COK* c. The sum of ~~\$7,500.00~~ *\$7,500.00* shall be paid to Plaintiff as an Enhancement Award
22 Payment for serving as PAGA Representative in the Action and providing a
23 broader release to Defendant.

24 d. The sum of \$6,880.00 shall be paid to the Settlement Administrator, ILYM
25 Group, Inc., for its services in administering the Settlement.

26 e. After deducting the above amounts, the Court approves the estimated
27 remaining Net Settlement Amount ~~of \$99,518.20~~ *\$99,518.20* (as the same may be
28 escalated pursuant to the Settlement Agreement) for PAGA penalties and

1 orders 75% (~~or \$74,638.65~~) as the same may be escalated pursuant to the
2 Settlement Agreement) of that sum to be paid to the California Labor and
3 Workforce Development Agency and 25% (~~or \$24,879.55~~) as the same may
4 be escalated pursuant to the Settlement Agreement) to be paid to the
5 Aggrieved Employees pursuant to Labor Code § 2699(i).

6 13. "Effective Date" means the date by when both of the following have occurred: (a)
7 the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is
8 final. The Judgment is final on the day the Court enters Judgment.

9 14. The Court directs Defendant to, within fourteen (14) calendar days of the Effective
10 Date, provide the Settlement Administrator with the Aggrieved Employee Data. Aggrieved
11 Employee Data means Aggrieved Employee identifying name in Defendant's possession including
12 Aggrieved Employee's name, last-known mailing address, Social Security Number, and hire dates,
13 termination dates (as applicable), and re-hire dates (as applicable).

14 15. Within fourteen (14) calendar days of the Effective Date of the Settlement, Defendant
15 will deposit the Gross Settlement Amount into a settlement fund to be established by the Settlement
16 Administrator.

17 16. Within 14 days after Defendant funds the Gross Settlement Amount, the
18 Administrator will mail checks for all Individual PAGA Payments, the Service Payment, the LWDA
19 PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment.
20 Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement
21 of Individual PAGA Payments.

22 17. Because this is a PAGA action, based on the Parties' understanding of the PAGA
23 statutory scheme, the Parties agree that no Aggrieved Employee can exclude himself or herself from
24 the Settlement or object to the terms of the Settlement Agreement. All Aggrieved Employees will
25 be bound by the Settlement Agreement, upon its approval by the Court, regardless of whether he or
26 she negotiates his or her settlement check.

27 18. The Administrator will issue checks for the Individual PAGA Payments and send
28 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check

1 shall prominently state the date (not less than 180 days after the date of mailing) when the check
2 will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing
3 any checks, the Settlement Administrator must update the recipients' mailing addresses using the
4 National Change of Address Database.

5 19. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
6 and cancelled after the void date, the Administrator shall transmit the funds represented by such
7 checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved
8 Employee.

9 20. The Court finds the Gross Settlement Amount, the Net Settlement Amount and the
10 methodology used to calculate and pay the Aggrieved Employees' Individual PAGA Payments are
11 fair and reasonable and authorizes the Settlement Administrator to pay the Individual Settlement
12 Payments to the Aggrieved Employees in accordance with the terms of the Settlement Agreement.
13 The Court also authorizes the Settlement Administrator to make the payment to the LWDA.

14 21. The Court finds that Plaintiff's Counsel's ~~request for~~ attorneys' fees in the amount
15 of ^{33%} ~~35%~~ of the Gross Settlement Amount, which, unless escalated pursuant to the Settlement
16 Agreement, amounts to ^{766,666.00} ~~\$70,000.00~~ is reasonable. The Court awards Plaintiff's Counsel fees in the
17 amount of ^{33%} ~~35%~~ of the Gross Settlement Amount to be paid from the Gross Settlement Amount.

18 22. The Court finds that Plaintiff's Counsel has incurred a total of \$11,051.15 in
19 litigation costs and expenses. Such costs and expenses were reasonably incurred in prosecuting this
20 Actions. The Court awards \$11,051.15 from the Gross Settlement Amount to be paid to Plaintiff's
21 Counsel in litigation costs and expenses.

22 23. Effective on the date when Defendant fully funds the entire Gross Settlement
23 Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their
24 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
25 and assigns, the Released Parties from all claims under PAGA for PAGA penalties that were alleged,
26 or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
27 Complaint and the PAGA Notice, including not limited to claims for or related to civil penalties
28 based upon alleged pay for all hours worked/compensation due for services; calculation of the

WAGES IS NOT RELEASED BY THIS SETTLEMENT."

regular rate of pay when calculating the overtime rate; meal periods; rest periods; meal and/or rest period premiums and sick pay, including the calculation of the meal and/or rest period premium pay and sick pay; wage statements; payment of wages at termination; maintain accurate and complete records; unfair competition related to any or all of the foregoing; any unpaid wages or compensation related to any or all of the foregoing; restitution related to any or all of the foregoing. This release includes any and all claims pursuant to: California Labor Code sections §§ 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 22637, 227.3, 232, 232.5, 246, et seq., 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others. *Notwithstanding*

thereabove, no claims for wages are released by this settlement.
24. The Released Parties means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates.

25. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement. *The Notice to aggrieved employees shall state the following in CAPITAL LETTERS: "ANY CLAIM YOU MAY HAVE FOR UNPAID"*

26. The Court shall retain continuing jurisdiction over the Actions, the Parties and Aggrieved Employees, to the fullest extent to enforce and effectuate the terms and intent of the Settlement Agreement. The Court shall also retain jurisdiction to enforce the Settlement Agreement.

27. In the event the settlement does not become effective in accordance with the terms of the Agreement, or the settlement is not approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the parties shall revert to their respective positions as of the entry of the Settlement Agreement.

28. A final report of the Administrator shall be filed by Jan. 18, 2024.
IT IS SO ORDERED.

Dated: May 26, 2023

Cecily E. Kuhl
Judge of the Superior Court